

## ORDER FORM

Customer Information		Billing Information	
Company		Contact Name	
Address		Email address	
Zip Code		Phone number	

Order Information			
Sentiment Contact		Customer Purchase Order Number	
Order form expiry date		Charging Period	Annual
		Initial Term	12 months

Service Information			
Subscription Package		Deployment fee	
Effective Date		Annual fee	

ANY OTHER RELEVANT INFORMATION:

## SOFTWARE AS A SERVICE AGREEMENT

This agreement is dated **X**

### PARTIES

(1) Sentiment (US) inc whose registered address is 222 S Main street, Floor 5, Salt Lake City, Utah, 84101 and registered in the state of Delaware,USA **Supplier**

**(2)** X

### BACKGROUND

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a users package basis for the purpose of allowing customers to monitor and engage with their customers and prospects and citizens on digital channels via the Supplier's platform.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

### AGREED TERMS

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

<b>Business Day;</b>	a day other than a Saturday, Sunday or federal holiday, or Utah state holiday in the United States.
<b>Charging Period;</b>	Means the Charging Period stated on the Order Form commencing on the Effective Date;
<b>Contract Year;</b>	the year starting immediately on the date after the expiry of the Initial Term and thereafter the anniversary of that date;
<b>Confidential Information;</b>	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.
<b>Customer Data;</b>	the data inputted by the Customer, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
<b>Documentation;</b>	the document made available to the Customer by the Supplier online via <a href="http://www.sentimentmetrics.com/sentiment.io">www.sentimentmetrics.com/sentiment.io</a> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
<b>Effective Date;</b>	the date of this Agreement.
<b>Initial Subscription Package;</b>	the Subscription Package set out in the Order Form at the date hereof;
<b>Initial Term;</b>	The time period listed as Initial Term on the Order Form commencing on the Effective Date;
<b>Normal Business Hours;</b>	8.00 am to 6.00 pm local Mountain time, each Business Day.
<b>Order Form;</b>	the form attached to this Agreement setting out the Initial Subscription Package;
<b>Overage Fees;</b>	means the fees payable to the Supplier and in the amount set out in Schedule 1 which become chargeable when the Subscription Package is exceeded in user numbers by the Customer in any calendar month;
<b>Services;</b>	the subscription services provided by the Supplier to the Customer under this Agreement via <a href="http://www.sentimentmetrics.com/sentiment.io">www.sentimentmetrics.com/sentiment.io</a> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation;

<b>Service Levels;</b>	the Service Levels set out in Schedule 2;
<b>Software;</b>	the online software applications provided by the Supplier as part of the Services.
<b>Subscription Fees;</b>	the subscription fees payable by the Customer to the Supplier for the Subscription Package, as set out in the Order Form and as subsequently increased in accordance with the terms of this Agreement.
<b>Subscription Package;</b>	the number of user subscriptions and volume of data agreed to be purchased by the Customer pursuant to this Agreement including additional Subscription Tiers purchased;
<b>Subscription Tier;</b>	the Supplier's pricing tier of data usage and or user subscriptions as set out in Schedule 1;
<b>Support Services Policy;</b>	the Supplier's policy for providing support in relation to the Services as made available at <a href="http://www.sentimentmetrics.com/sentiment.io">www.sentimentmetrics.com/sentiment.io</a> or such other website address as may be notified to the Customer from time to time;
<b>Virus;</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 The terms of the Order Form are expressly incorporated into this Agreement.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## 2. SUBSCRIPTIONS

- 2.1 Subject to and in consideration of the Customer purchasing the Subscription Package, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Customer to use the Services and the Documentation solely for the Customer's internal business operations from the Effective Date for the Initial Term and automatically renewing for each Contract Year at the end of the Initial Term unless and until terminated in accordance with this Agreement.
- 2.2 If at any time in a calendar month the Customer's usage of the Services exceeds the number of users comprised in the Subscription Package the Supplier shall permit the Customer to accelerate to the Subscription Tier which in

the Supplier's opinion most adequately matches the Customer's usage with immediate effect. The Supplier shall also charge the Overage Fees for such increased use up to the end of the calendar month in which the increased use occurs. The Supplier shall invoice the Customer in accordance with clause 9 for the increased Subscription Package and Overage Fees. The Subscription Package shall remain at the increased level for each month an overage occurs unless and until increased in accordance with clause 3.

**2.3** The Customer shall not access, store, distribute or transmit any Viruses, or distribute or transmit any material during the course of its use of the Services that:

**2.3.1** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

**2.3.2** facilitates illegal activity;

**2.3.3** depicts sexually explicit images;

**2.3.4** promotes unlawful violence;

**2.3.5** is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

**2.3.6** in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

**2.4** The Customer shall not:

**2.4.1** except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

**2.4.1.1** and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

**2.4.1.2** attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

**2.4.2** access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

**2.4.3** use the Services and/or Documentation to provide services to third parties except where expressly provided; or

**2.4.4** subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party, or

**2.4.5** attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

**2.5** The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

**2.6** Any use of the Services by a person who is not the Customer is prohibited. Customer requests that a third party be granted access to the Services in any manner shall be processed by the Supplier in accordance with clause 22.

**3. ADDITIONAL SUBSCRIPTION**

- 3.1 Subject to clause 3.2 and 3.3, the Customer may request to purchase further Subscription Tiers in excess of the Initial Subscription Package and the Supplier may agree to grant access to the Services and the Documentation in such increased amount in accordance with and subject to the provisions of this Agreement.
- 3.2 Requests by the Customer to purchase additional Subscription Tiers shall be in writing.
- 3.3 If the Supplier approves the Customer's request the Supplier shall invoice the Customer in advance to pay the relevant fees for the Subscription Package as set out in paragraph 1 of Schedule 1.

**4. SERVICES**

- 4.1 The Supplier shall provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance carried out outside Normal Business Hours.
- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided as set out in Schedule 2. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase strategic support and professional support services separately at the Supplier's then current rates.
- 4.4 The Supplier shall comply with the Service Levels.

**5. CUSTOMER DATA**

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 5.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
  - 5.3.1 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Services and the Supplier's other obligations under this Agreement;
  - 5.3.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;
  - 5.3.3 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
  - 5.3.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## **6. THIRD PARTY PROVIDERS**

The Supplier makes no representation or commitment and shall have no liability in relation to the Customer's use of, or correspondence with, any third-party website. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **7. SUPPLIER'S OBLIGATIONS**

**7.1** The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. If the Services do not conform with this undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this undertaking.

**7.2** The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

**7.3** The Supplier:

**7.3.1** does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

**7.3.2** is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**7.4** This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

**7.5** The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

## **8. CUSTOMER'S OBLIGATIONS**

**8.1** The Customer shall:

**8.1.1** provide the Supplier with:

**8.1.1.1** all necessary co-operation in relation to this Agreement; and

**8.1.1.2** all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

**8.1.2** comply with all applicable laws and regulations with respect to its activities under this Agreement;

**8.1.3** carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;

**8.1.4** obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

- 8.1.5 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- 8.1.6 ensure that it maintains and retains backed-up versions of data supplied to the Supplier; and
- 8.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

**9. CHARGES AND PAYMENT**

- 9.1 The Customer shall pay the Subscription Fees to the Supplier in accordance with this clause 9 and Schedule 1. The Subscription Fees are in advance of each consecutive Charging Period and shall be invoiced in accordance with this clause 9.
- 9.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete contact and billing details and
  - 9.2.1 the Supplier shall invoice the Customer:
    - 9.2.1.1 on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Package for the first Charging Period; and
    - 9.2.1.2 thereafter at any time for any increased Subscription Fees and Overage Fees as a result of the operation of clause 2.2 or 3; and
    - 9.2.1.3 thereafter on the first day of each subsequent Charging Period, such subsequent invoices taking into account the then current applicable Subscription Fees and any accumulated Service Credits for the previous Charging Period calculated in accordance with Schedule 2 so that if there are validly claimed Service Credits these will result in a deduction to Subscription Fees.
- 9.3 If for any reason the Supplier has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
  - 9.3.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
  - 9.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate of 8% per annum from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this Agreement:
  - 9.4.1 shall be payable in USD;
  - 9.4.2 are, subject to clause 13.4.2, non-refundable;
  - 9.4.3 are exclusive of value added tax/ sales tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 9.5 At the end of the Initial Term and at the end of each subsequent Contract Year, the Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional Subscription Tiers purchased pursuant to clause 2.2 or 3 and the Overage Fees by notice in writing to the Customer and the Order Form shall be deemed to have been amended accordingly.

**10. PROPRIETARY RIGHTS**

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

**11. CONFIDENTIALITY**

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 11.1.2 was in the other party's lawful possession before the disclosure;
  - 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
  - 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this Agreement, however arising.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

**12. INDEMNITY**

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- 12.1.1 the Customer is given prompt notice of any such claim;



- 12.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1 the Supplier is given prompt notice of any such claim;
  - 12.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
  - 12.2.3 the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or
  - 12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
  - 12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.5 This clause and clause 13.4.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

**13. LIMITATION OF LIABILITY**

- 13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- 13.1.1 arising under or in connection with this Agreement;
  - 13.1.2 in respect of any use made by the Customer of the Services and Documentation or any part of them; and
  - 13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2 Except as expressly and specifically provided in this Agreement:
- 13.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

- 13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- 13.2.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.3 Nothing in this Agreement excludes the liability of the Supplier:
  - 13.3.1 for death or personal injury caused by the Supplier's negligence; or
  - 13.3.2 for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.2 and clause 13.3:
  - 13.4.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
  - 13.4.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose.

## **14. TERM AND TERMINATION**

- 14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue unless:
  - 14.1.1 either party notifies the other party of termination, with 30 days' notice in writing not to expire before the end of the initial term or the then current Contract year; or
  - 14.1.2 otherwise terminated in accordance with the provisions of this Agreement.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - 14.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [30] days after being notified in writing to make such payment;
  - 14.2.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable (including a breach which jeopardises the brand or reputation of the Supplier in any way) or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - 14.2.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 14.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
  - 14.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 14.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - 14.2.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - 14.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 14.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
  - 14.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.4 to clause 14.2.10 (inclusive);
  - 14.2.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - 14.2.13 there is a change of control of the Customer (in which case termination shall only be with the Supplier's consent or at the Supplier's option); or
  - 14.2.14 any warranty given by the Supplier in clause 7.5 of this Agreement is found to be untrue.
- 14.3 On termination of this Agreement for any reason:
- 14.3.1 all licences granted under this Agreement shall immediately terminate;
  - 14.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 14.3.3 all Subscription Fees, and Overage Fees shall become immediately payable (with the exception of termination in the first 30 days of the effective date); and
  - 14.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **15. FORCE MAJEURE**

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control provided that the Customer is notified of such an event and its expected duration.

## **16. CONFLICT**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

**17. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are cumulative and not exclusive of, any rights or remedies provided by law.

**20. SEVERANCE**

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**21. ENTIRE AGREEMENT**

21.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

**22. ASSIGNMENT**

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. In the event that the Customer requests that its clients or customers be granted access to the Services, the Software or the Documentation the Supplier may agree to such access and upon such terms as it in its absolute discretion considers appropriate including the procurement of such third party to enter a deed of accession in [a form to be agreed] / [the form set out in Schedule 3] and subject to the provision of guarantees, undertakings and indemnities by such third party and/or the Customer in respect of such access being granted which are, in the sole discretion of the Supplier, appropriate.

22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**23. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**24. THIRD PARTY RIGHTS**

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) .

**25. NOTICES**

25.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes. Notices given by e-mail must be printed off and posted by the notifying party to the other party.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. Notices given by e-mail are deemed received when error free proof of delivery has been received by the sender.

**26. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Utah.

**27. JURISDICTION**

Each party irrevocably agrees that the courts of the State of Utah unless otherwise agreed shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

**Schedule 1**  
**Additional Subscription Fees**

**1. ADDITIONAL SUBSCRIPTION FEES**

1.1 Additional Subscription Tiers may be purchased by the Customer or may be charged by the Supplier in accordance with clauses 2.2 and 3 according to the Subscription Tier Price List set out below.

1.2 Subscription Tier Price List

**X**

## Schedule 2 Service Level Agreement

### 1. SERVICE LEVELS

- 1.1 The Measured Services shall be [substantially] available for 99.9% of the Total Minutes on any day.
- 1.1.1 The **Measured Services** are the Services but do not include non-material features or features not used by the Customer or Support Services.
- 1.1.2 The **Total Minutes** excludes any Scheduled Downtime as set out in paragraph 1.1.4 below and any Force Majeure Event as defined in clause 15.
- 1.1.3 **Scheduled Downtime** shall be scheduled by the Supplier upon at least twelve (12) hours' notice and shall not exceed six (6) Scheduled Downtime events per month. The Supplier shall endeavour to schedule downtime outside Normal Business Hours or peak usage hours for the Services.
- 1.2 The **Support Services** shall be available to the Customer except during Scheduled Downtime or during any Force Majeure Event.
- 1.2.1 Support Services are provided in accordance with clause 4 of the Agreement and this Schedule 2 where there is a perceived error in the Services which impacts the Customer's use of the Services.
- 1.2.2 A **Service Request** comprises the Customer informing the Supplier via the support ticket system at <http://support.sentimentmetrics.com> and the Supplier logging such details, of a perceived error. If the Service Request is made outside Normal Business Hours it shall take effect at the start of the next following Business Day.
- 1.2.3 The Supplier shall respond to Service Requests within two (2) hours within Normal Business Hours unless the error has a minor impact and can be worked around, in which case the Supplier shall endeavour to fix the error within a subsequent Service Update.
- 1.2.4 A **Service Update** is a scheduled update to the Services.
- 1.2.5 Response time ends when the Supplier notifies the Customer that it has commenced diagnosis and error correction efforts.
- 1.3 SERVICE CREDITS – MEASURED SERVICES
- 1.3.1 In respect of the Measured Services the Service Level is:
- $$\text{(Total Minutes – Unscheduled Downtime) / Total Minutes} \times 100 = 99.9\%$$
- 1.3.2 If the Service Level is not met on any day (0000 to 2359 hours each day) the Customer shall be entitled to a free day of Services. The amount of the credit shall be calculated by taking S/D where S is the Subscription Fees for that month and D is the number of days in that month. This will be credited at the end of the then current calendar month.
- 1.3.3 The credit mechanism in paragraph 1.3.2 shall be the Customer's sole and exclusive remedy as against the Supplier for failure to meet the Service Level.
- 1.4 SERVICE CREDITS – SUPPORT SERVICES
- 1.4.1 In respect of Support Services which are not managed by a Service Update, the Service Level is:
- Two (2) hours response time within Normal Business Hours as set out in paragraph 1.2.3 above.

1.4.2 If the Service Level is not met in any calendar month the Customer shall be entitled to a free day of Services. The amount of the credit shall be calculated by taking  $S/D$  where S is the Subscription Fees for that month and D is the number of days in that month. This will be credited at the end of the then current calendar month.

1.4.3 If the Service Level is not met the credit mechanism in paragraph 1.4.2 shall be the Customer's sole and exclusive remedy as against the Supplier for failure to meet that Service Level.

1.5 USE OF SERVICE CREDITS

1.5.1 The credits set out in paragraphs 1.3.2 and 1.4.2 are only available for as long as notice to terminate this Agreement has not been given.

1.5.2 The Customer must request Service Credits by e-mail to [info@sentimentmetrics.com](mailto:info@sentimentmetrics.com) as soon as possible and in any event within 5 Business Days of the end of the calendar month in which they are claimed. Service Credits shall be credited at the end of each calendar month and apply to the next following Charging Period which has not yet been invoiced by the Supplier.



Signed by  
for and on behalf of Sentiment US Inc

.....  
CEO

Signed by  
for and on behalf of

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